

EXHIBIT D

(From the Cooperator to the United States for non-cost share roads)

STATE OF IDAHO EASEMENT (Non-Cost Share)

THIS EASEMENT, dated this _____ day of _____, 20____, from the State of Idaho, acting by and through the Department of Lands, 954 West Jefferson Street, P.O. Box 83720, Boise, Idaho 83720-0050 hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of \$____ (INSERT LAND VALUE) and the grant of reciprocal easements received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," (over and across the following described lands in the County of _____, State of _____:) 1/ (over and across the lands in the County of _____ State of _____, as described on Exhibit _____ attached hereto) 1/.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

(The location of said premises is shown approximately on Exhibit attached hereto.) 1/

(Said premises are more specifically described by a centerline description contained in Exhibit _____ attached hereto.) 1/

Said "premises" shall be _____ on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service.

This grant is made subject to the following terms, provisions, and conditions:

A. Prior to performing construction or reconstruction, the Grantee shall obtain written authorization from or notify the Grantor. The authorization shall provide for appropriate operating and reclamation procedures such as leveling the ground surface and reseeding of vegetation if necessary; prevention of erosion; and any other special provisions appropriate to protect the land and other resources.

B. Grantee, its permittees, contractors, and assigns shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

C. Grantee shall comply with all applicable State laws, Executive orders, and State rules and regulations, except that no present or future administrative rule or regulation shall reduce the rights herein expressly granted.

D. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Grantor has given specific written approval. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

E. The rights herein conveyed do not include the right to use the road for access to developments used for short or long-term residential purposes, unless and until traffic control regulations, rules, and other provisions to accommodate such use of the road are agreed upon by the Grantor and Grantee.

F. It is understood and agreed that the Grantee shall take measures to control noxious weeds within the easement boundary in accordance with Idaho Title Code. The Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.

G. Grantor shall have the right to use for all useful purposes the road(s) to be constructed, subject to traffic control regulations, the bearing of road maintenance costs proportionate to use, and the bearing of the cost of construction proportionate to use as provided in the Secretary of Agriculture's regulations contained at 36 C.F.R. 212.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road without costs for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, and for removal of timber cut on the premises in construction of the road, **subject to the limitations herein contained.**

2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.

3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the State of Idaho/Forest Service Road Right-of-Way Construction and Use Agreement dated _____ remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises including, but not limited to (construction), reconstruction, and maintenance of the road.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, the State Board of Land Commissioners has executed this easement by its President, the Governor of the State of Idaho, and countersigned by the Secretary of the State of Idaho and Director, Department of Lands of the State of Idaho.

STATE BOARD OF LAND COMMISSIONERS

Governor of the State of Idaho and President
of the State Board of Land Commissioners

COUNTERSIGNED:

Secretary of State

Director, Department of Lands

APPROPRIATE ACKNOWLEDGMENT

1/ Strike out if not applicable.